True following persons have been duly appointed Agents p take acknowledgments to contracts for labor, vir: J. MOTT SMITH, Minister of the Interior. Interior Office, March 37th, 2877.

LEASE AT AUCTION. In Saturday, the 21st day of April next, at

12 o'clock noon, at the front entrance of Afficiani Hale will be sold at Gublic auction, to the highest bidder, the lease of the land fortunately this, the only building in contact with the frame structure destroyed, confined hollars (\$100) per annum. J. MOTT SMITH, Minister of the Interior.

int in consequence of his departure for Europe, he has appointed, with the approval of His Excellency Melegari.

Interior Office, March 19, 1877.

Notice is hereby given, that the said Monsieur Theodor silien, has been recognized as Acting Consul for Italy Osforesald, and all persons are requested to take notice of his fact, and respect his authority accordingly.

J. MOTT SMITH,

Minister of Foreign Affairs ad Interior. Department of Foreign Affairs, Honotulu, March 17th, 1877. Is the matter of the Estate of His late Majesty LUNA

t the Supreme Court, filed on the 16th day of March, A. , 1877, the following persons were appointed as the Trusness of the Real Estate of His late Majesty Lunaillo, in pur-Will and Testament :

Ba His Excellency J. MOTT SMITH, Hon. E. O. HALL.

By order of the Court. Honolulu, March 19, 1877. Mn. P. Joses has this day been appointed Agent to

J. MOTT SMITH. Interior Office, March 27, 1877. From and after this date no purchase on behalf of the

sterior Department will be recognized, nor the bills for ne interior.

J. MOTT SMITH,
nterior Office, March 6, 1877.

634 5t ame paid without the written order of the Minister of

SALE OF GOVERNMENT LANDS.

On Baturday, the Blat of March, proximo, at 12 o'clock, ash to the highest bidder the following places of land, viz.: That triangular piece of parcel of land immediately make f the upper bridge at Makiki, Oahu, adjoining the premises d A. Jaeger, Esq., and containing 1 2-10 scree more or less. spect price \$100.

Also, at the same time and place, the land known as

J. MOTT SMITH, Interior Office, Feb. 27, 1877. Minister of the Interior

## List of Licenses Expiring March, 1877.

RETAIL Oahu.

Chung Wa, corner Mainakea and King Sts. Honolulu.
Aswan & Aseuk, cur. Maunakea & King Sts., Honolulu.
Aswan & Aseuk, cur. Maunakea & King Sts., Honolulu.
Aswan & Aseuk, cur. Honolulu.
W.P. Akan. Naman Street, Honolulu.
Grunwald & Schungton Niman Street, Honolulu.
Grunwald & Schungton Niman Street, Honolulu.

Hawaii 1 PH Onchong, Wale 2 Jones & Sedson, Ke 6 Alona, Kahasii, File

16 A S Cleghorn & Co, Kobala. Kaual. s WH Wright, Kolos. Kong Chow, Hanapepe, Ethue Plantation, Libre, Goka, Hanalei,

BETAIL SPIRIT. 2 Allan Herbert, Hawalian Hotel. WHOLESALE SPIRIT. VICTUALLING Alian Herbert, Hawaiian Hotel Cheong Wong, Makawao, Mani. Apau, Lahajua, Mani.

BILLIARD. re 2 Allan Herbert, Hawalian Hotel. HOBSE Raituistila, No 12, Honoisiu, Oahu. D.W. Raina, No 13, Honoisiu, Oahu. Akana, No 14 and 15, Honoisiu, Oahu

CAKE PEDDLING. 1 Ab Kee, Kingdom. SHIPPING.

22 H J Hart, Henolulu, Oahu. BUTCHER F 6 E A Morris, Walkapu, Mani. II G E Richardson, Waltuku Mani. p, 1 G Bertlemann, Hanalel, Kanal. coll. J N Wright, Kolos, Kanal.

GOVERNMENT LANDS.

Application has been made to this Department for the chase or lease of the following Government Lands : Hawaii.

Lease of Kalonila, Au & Lauka, district of Hamakua, by Marsten and Siemson, for \$75 per augum. Al. Purchase balance of Honomuu, district of Hilo, by Wm. as Kinney, for \$500. a Purchase land at Kekala, in Puna, Hawaii, by J. W. Malao, 944 acres, for \$150. Lease of Housio, by Dr. G. Trousseau.

l Lease—Samuel Parker, land lying between Knobe and Kalopu, \$100 per annum. Leuse - A. Hutchinson, land of Kaslalki, Kau, 20 years. Lease of "Koamano," Laubulu," Kihalani," or "Papanon," district of Hilo, by S. P. Puniwal, for 10 years. Lease—in Hamakua, adjoining his land, by Chas. Noticy, Leuse of Hilman. Kan, 370 acres, by C. N. Spencer, at \$70. Purchase of Keoken by E. Kekon, for \$300.

Lease of Papusios, I and 2, Kilaiani I and 2, Lauhuis Loumano, Eumahoe and Hakoa, \$205 per annum, by Th difficulties, harded colf. Davies. St. Purchase of Kalalmano, Hillo, by Peter Wahakane, for

Mani. Purchase of Nakula, district of Kaupo, by John W.

Kalus, for \$100.

Poulou, 1 and 2, Hamakual-m, Maul, by fir, F. II. Euders, purchase at 50 cts, per acre, or lease for 25 years.

Lease—J. Markle, land of Walanu.

Lease—W. Fogo, land of Walanu, Kolau, Maui. Purchase of Keause, Koolau, Maui, by B. B. Kalilimoku I acres, at \$7 per acre.

Lease of Omnopio, Eula, by Akso, at \$20 per year. Molokai. Purchase bulance of Hamsnori, C. H. Parker, Lease—A. Fernander, land of Ohia, 20 years, \$25 per au-

W Turchase the Government half of Kamilolos, Molekal, ciby W. C. Lambert at \$500. Lanai.

Purchase land of Kannoln, W. M. Gibson, for \$1,100. Oahu. Purchase of loss Nos. 4 and Is, Kalasopahus, for \$160.

Purchase of land on Nauana Road, adjoining the Ganda 4, half acre, more or less, by H. Schrevir, §15. Purchase of Leispans, Monnalus, 217 acres by S. W. a., elons, \$158.50. rchase-Apana in Kalusopalena, Kalibiwaena, Kona

Perchase of Kupapanian and Walakee in Koolaspoko, y s. E. K. Papasi. y S. E. K. Papas:

Lease of lot \$\hat{a}\$, on Queen street, and the old coral building Warroon, by Th. H. Davies, at \$150 per aunum.

of Lease of 20 acres, near Diamond Head, by Allen Herbers of Kapioland Park Association.

Lease of lot No. 26 on the Esplanade, by Wm, Weight.

Purchase of lot No. 5, in Kalusepalena, by S. Pauluhi,

a Purchase of lots No. 4 and 16, in Kalunopalena, by Kalo-ladda, for \$160. hadda, for \$160. plicturchase of two lots in Kalunopalena, by Kalli, for \$40, —Purchase of los in Kalunopalena, by Julia Presser, for

chase of lot No. 10 in Kalusopalena by L. Kannar L Purchase of Jot No. 8 in Kalmsopalena, by Luika, for \$120. Kauni.

Lease of Weioli, 10 years, at \$100 per annum, by W. L.

Applications for purchase or lease of Governments to this office must specify the area as near a se intended purpose and price or rent offered.

By order of His Ex. the Minister of Injerior, C. T. GCLICK, Chief Clerk, terior Office, January 9, 1877.

## HAWAIIAN GAZETTE

AN INDEPENDENT JOURNAL, DEVOTED TO HAWAHAN PROGRESS.

PUBLISHED AND EDITED BY

HENRY M. WHITNEY.

WEDNESDAY, MARCH 21, 1877. THE late fire has shown the necessity of more substantial buildings in the business portion of the city. Had it not been for the fire-proof store of Mr. C. E. Williams, the fire might have spread rapidly to the sea. But with the frame structure destroyed, confined the fire to very narrow limits. If a brickbuilding is erected in place of the and destroyed, it will not only improve the appearance of C OPPERAL AUROUNCEMENT having been made to this De- the vicinity but afford greater security. With tment by F. Aug. Schnefer, Esquire, Consul for Inty. the increase of capital, and reduction of the rate of interest, there can be no good reason why He Italian Majesty's Minister of Foreign Affairs, Monsieur other frame buildings, now occupied as stores, Chesidere Ballien, Coursel and Commissioner of France, to ard as Coursel for Italy during his absence from this Kingtwenty-thousand dollars, should not be replaced with brick or stone structures. The rate of interest for money loaned on such security ought not to exceed seven or eight per cent., if for a term of several years.

An article on our fourth page on the subject of advertising, will repay perusal. We hear complaints occasionally of dull times, but they are chiefly from those who do not advertise freely and continuously. The man who lets the public know what wares he has and what he has that is new, seldom has occasion to speak of dull times. As the article referred to says: advertisements, to produce the greatest return, "should be continuous. Any idea of discontinuing them for a period, however brief, with the view of saving, is as we have seen, a mistake which leads only to rant Marriage Licenses, in the District of Kona, Island of disappointment and loss. It involves not only the loss of the time during which the advertisement ceases to appear, but the additional loss of the time required to bring the public interest up the point at which it left off. The proverly, "out of sight out of mind," is nowhere more applicable than in the case of an advertisement."

THE Banco decision which we publish in to-day's issue in the case of Brunz vs the Minister of the Interior, establishes an important rule for the issuing of Royal Patents confirming Land Commission Awards, which cannot but be of great utility hereafter to hold-Kukulopae, situated in South Kons, Hawaii, upset price \$65. ers of portions of such awards as well as to the government.

The case was brought to ascertain whether or not the Minister could refuse to issue a Patent to the holder of a portion of an award which had been originally granted by surveyed boundaries. The law states that he shall issue a Patent to "any holder of an award." The defendant's counsel argued that these words gave no authority to give a patent to any holder of a portion only of an award. The court held that such a Patent could not be refused, that every such land owner was entitled to a perfect title whenever he was ready to pay the government commutation, and added a statement of the requirements as to description of boundaries to be observed in future application therefor, which seems to us a necessary restriction. This decision is especially important at the present time-the beginning of an era of increased activity in real estate dealings.

## ferigation.

PROFESSOR Davidson has recently delivered before the Sacramento Literary Institute an interesting lecture on the above topic, which is published in the Sacramento Union of the 21st of February, in which he gave a graphic account of the state of the science in India, Italy and Egypt, dwelling especially on the marvels of engineering skill in the former country, where the English have done wonders for the benefit of the swarming inhabitants. India stands pre-eminent in its gigantic undertakings for systematically irrigating large districts through engineering means that are, and in one sense must be unparalled. It is probable that no other country affords such an area of fertile land capable of being made to produce two crops annually, wholly or in part by artificial means.

For probably more than two thousand years the native races of India have supplemented the rains by irrigation from reservoirs, canals, and from millions of wells; but it has been reserved to the English to develop the system of irrigation so thoroughly that it is now merely a question of time when the great projects already examined shall be built. Those projected, and nearly all under progress, are estimated to cost \$169,750,000, and with their completion, within the next twenty-three years, we may safely say that the population will be doubled, famines will be mitigated. and the most important to the Government. the revenues will certainly be more than doubled and their rule and authority more firmly established.

The first English irrigating enterprise in India was undertaken by an incorporated company, upon whose expenditures the East India Government guaranteed the interest, Financially it was not a success. A second undertaking by another company without guarantee (but the free gift of all the land required for permanent works, etc.,) was a failure, and the Government bought the works.

These and other failures seem almost unaccountable when we learn that on the Madras system the cost of water supplied was onefiftieth of the cost by native labor; whilst the ratio of profit to the cultivation from equal areas of irrigated and of "dry land" is more than three to one, and the ratio of revenue to the Government about the same.

The natural inference from these facts would seem to be that irrigation prejects on a large scale should always be undertaken by Government, rather than by private parties or companies, for while they are often, we may say generally, poor investments in the matter of dollars and cents they almost always pay heavy dividends to the Government by assuring the increased prosperity of the people, by causing the appreciation of property, and by

the consequent increment of taxes.

This theory may not hold good in some of its features to this country, where the limited territory precludes the possibility of irrigagation enterprises of any magnitude, rendering it possible for any capitalist to undertake the construction of canals, but we believe that wherever a stream, from its situation and size, can be made available for irrigating lands belonging to a number of owners, it should be held and controlled by the Govern-

to the work of utilizing our numerous mountain torrents in the cultivation of sugar and rice, by diverting them from their wasteful plunge into the briny waste of waters, to the dry and parched, but fertile plains which dry and parched, but fertile plains which a set of waters, to the dry and parched, but fertile plains which a set of waters, to the control of t skirt so many parts of the islands. As it appears that the best cane lands are not those where the rain-fall is the greatest, and where vegetation is the most rank and luxuriant, but rather those leeward areas where the heat of the sun is most fervid, and which present to the eye, for the greater part of the year, a to his Ex. the Minister of Interior and myself has scene of verdureless desolation, we are forced to the conclusion that the approaching rapid increase of agricultural industry in this country will be largely dependent on irrigation,

difficult and complicated. The Inauguration of Pres. Hayes.

tion system for the Kingdom before a mulipli-

city of interests shall render such a thing

THE New York World's Washington special expresses the belief that Hayes will take the oath of office on Sunday, March 4, at noon, in the Executive Mansion, in the presence of Grant and his Cabinet and the Chief Justice,

who will administer it. Arrangements are being perfected for celebrating Inauguration Day, Monday, March 5th. General Whipple, U. S. A., will be Chief General Whisple, U. S. A., will be Chief Marshal of the imagural procession. All the United States troops and marines in the city steamship line shall be exempt from taxation. and the Light Battery from Baltimore have been ordered to report for parade. The Washington Light Infantry Corps, the Washington Light Guard and numerous civic societies will also take part in the procession.

The following visiting organizations will be of Philadelphia; Duquesne Grays and Hutchinson's Battery of Pittsburg ; Columbus Cadets of Columbus, Ohio: Companies F and J First Virginia National Guards; Eighteenth and Nineteenth Regiments Pennsylvania Guards: Hartfrant Club; Americus Club; Ninetecuth Ward Club of Philadelphia, Pyramids of flags and Chinese lanterns will be crected at street intersections. Residences and business houses along Pennsylvania avenue will be illuminated.

In the evening the thoroughfares will be illuminated from the Capital to Seventeenth street with calcium lights and Chinese lanterns. There will also be a display of fireworks and a torchlight procession. The public buildings along the route of the torchlight procession will be decorated and illuminated. GOV, HAYES CALLS ON GRANT.

Washington, March 2.—During the session of the Cabinet to-day, the President-elect, Hayes, accompanied by General Sherman and Governor Dennison, called at the Executive Mansion, Mr. Hayes desiring to present his respects to the President. The distinguished party were ushered into the Council Chamber. where the Cabinet was in session, and all proceedings were stopped so that the formalities of the introduction might proceed. The President elect was especially greeted and congratulated by President Grant and members | the following resolution of the House: of his Cabinet, all of whom, with the exception of Secretary Morrill, who was kept away by sickness, were present, and mutual expressions " to the Pacific Mail Steamship Company, no of happiness were exchanged. The President "part shall be used for any service already versation of some minutes duration, in which President Grant acquainted the President-elect with the directions given concerning the new occupancy of the Executive Mansion and of the arrangements made in regard to the courtesies attending the inaugural ceremonies as far as they concerned the president Chief Magistrate. Personal and political friends of the President-elect were at the Executive

AT THE CAPITOL. From the Executive Mansion the party drove to the Capitol, proceeding at once, by invitation of the President of the Senate, to the Vice-President's room, where an informal reception was held. Republicans and many Democratic Senators called to pay their respects, and were presented to President-elect Hayes by Senator Ferry. Subsequently a large number of members of the House and ed congratulations.

To the Editor of the Hawaiian Gazette:

SIR,-We beg leave to hand you herewith for publication the correspondence which passed in the months of October and November, curiosities, etc. 1875, between His Majesty's late Ministry and ourselves, relative to a contract between the correspondence for the purpose of showing two letters comprise the correspondence re-

HONOLULU, Oct. 28, 1875.

GENTLEMEN,—Having delivered to your Excellencies on the 19th instant, a memorial of the Pacific Mail Steamship Company in regard to their Australasian Mail Line, and our Mr. Pfluger having had the bonor, jointly with Mr. H. H. Hail, of a personal interview with you, we now beg leave to zak you kindly to inform us whether we may communicate to the Pacific Mail Steamship Company the result of that personal interview which we beg leave to recaclitulate as follows:

espitulate as follows: That in view of the Pacific Mail Steamship Company agreeing to let the steamers belonging to their Australasian route touch at Honolulu both ways, coming from and going to San Francisco, for the pur-pose of receiving and delivering the mails, landing and receiving passengers and freight, His Majesty's Government have agreed to allow the said Pacific Mail Steamship Company the following privileges, benefits and exemptions:

benefits and exemptions:

1st. The free use of the wharf on the Esplanade known as the steamwharf, during the stay of the Company's steamers in port free of duty.

2nd. Exemption from all port charges, tonnage dues, lighthousedues, wharfage, compulsory pilotage,

pipes, provided such water be not wasted, or used in washing decks.

3th. The admission free of duty of coals, machinery and supplies of whatever kind required for the use of the steamers of this Company, and all vessels arriving laden with coals, machinery and supplies imported by the Pacific Mail Steamship Company for the use of its steamers shall be exempt from port charges, tonnage dues, lighthouse dues, buoys and wharfare.

from port charges, tonnage dues, lighthouse dues, buoys and wharfage.
5th. All the property of the Pacific Mail Steamship Company shall be exempt from taxation.
6th. One of the stone warehouses on the steamwharf for storage of produce, bonn-fide to be shipped by the ateamers, and a lot of land on the Esplanade for a coal depot to be set apart for the sole use of the Pacific Mail Steamship Company, and also the use of the tramways for leading and discharging, also storage for machinery and supplies imported for the use of the Pacific Mail Steamship Company's steamers free of charge.

Although irrigation has been practised in this country in a primitive sort of way for hundreds of years, the cultivation of the staff of life of the aborigines being impossible, except in favored localities, without it, it is only lately that there has been any attention given to the work of utilizing any approximation of the staff of the Pacific Mail Steamship Company, ahall be satisfied with the assurance of your Excellencies that the Cabinet will are the most he grint a cash sabsidy of at least one thousand dollars per month, beginning at the day of arrival of the first steamer of the P. M. S. S. Co. at this port from Australia, and will use their influence in order to get it passed. We would thank your Excellencies to write us to that effect and also to state in your These are two actions originally brought in the Pulice Court of Honolulu on contracts for labor; the letter sil the privileges, etc., to be granted, so that that letter would stand in lieu of a contract until the latter instrument can be duly executed upon the sub-

His Ex. J. S. Walker, Minister of Finance; His per M. A. Coolidge; and the second signed by H. J.

FINANCE DEPARTMENT, HONOLULU,

Messrs H. Hackfeld & Co.,
Agents, Pacific M. S. S. Co., Honolulu,
GENTLEMEN.—Your letter of the Zoth ult, addressed had our careful consideration, and I beg to assure you that His Majesty's Government are fully im-pressed of the importance of the Pacific and Austra-lian line of steamships making Bonolulu a port of

and that before long every available stream will be tapped and made to furnish it delivering the mails, landing and receiving freight quota of water. It therefore behooves the and passengers, His Majesty's Government will agree to allow the said Pacific Mail Steamship Co. the following privileges, benefits and exemptions, Government to initiate some practical irriga-

namely:
1st. The free use of the wharf on the Esplanade known as the steamwharf during the stay of the Company's steamers in port free of charge, 2nd. Exemption from all port charges, viz: tonnage dues, lighthouse dues, whatfage and buoys.

3rd. The use of the water from the Government
pipes, provided such water be not wasted or used in
washing decks.

4th. That the Government will admit free of duty coals, machinery and supplies required for the use of the said steamline, and all vessels arriving laden with coals, machinery and supplies, imported by said steamline for its own se, shall be exempt from port charges, the same as the steamers, unless such vessel be only partially so laden, in which case they will be exempt from such charges in the ratio which such cargo bears to the entire capacity of the vessel, such ves-sels however will be charged wharfage after they 5th. That the Government will grant the free use of one of the stone warehouses on the steamer wharf for the storage of produce bona-fide to be shipped by

the said steamships, and the use of the trainways for the loading and unloading of said ships, also a lot of land for the use of said ships for the storage of I beg also to state what his Ex. the Minister of The following visiting organizations will be Foreign Affairs and myself said verbally to your Mr. Pfluger and Mr. Hall that the Cabinet would recom-

mend to the next legislature the granting of a cash subsidy for the said steamship line of at least one thousand dollars per month.

I might also state to you that by request of his Ex. the Minister of Interior, the stone warehouse on the steamers wharf and their attachments have been steamers wharf and their attachments in the turned over to this department; hence the reason, I have alone the bonor of addressing you,
I am, Gentlemen, your obedient servant.

(Signed) J. S. Walken,
Minister of Finance.

Minister of Finance.

The letter of His Excellency the Minister of Finance contains all the points which were to form the contract, in a definitive manner, except that relating to the subsidy which was promised on the condition that the Legislature should make the necessary appropriation for the purpose. Had His Majesty's Government had at that time an appropriation at its disposal, the contract would have been finally concluded in October or November, 1875. Under the circumstances, however, that could not be done then. The promise of the Ministers to ask from the Legislature a subsidy was made by them and accepted by the Company in good faith. The appropriation was granted in due time, and without any new conditions demanded by the Legislature, except that the money should not be paid for any past services, but only for future services to be rendered by the P. M. S. S. Co. The passing of the item of \$20,000 for mail subsidy in the Appropriation Bill, was accompanied by

"That in disbursing the sum of \$20,000 " placed in the Appropriation Bill for subsidy Company, but said money shall be used only ' in payment of service to be rendered after a " contract shall have been signed between this "Government and the said steamship Com-

This resolution has been interpreted by His Majesty's present Minister of Finance to mean "that the Legislature had no intention to subsidize the service as heretofore performed, Mansion, and when his party left all shook but a contract which should stipulate for furhands with him before he entered his carriage, ther advantages, such as making Honolulu a terminal port, etc."

The resolution certainly does not express any such thing, and, it appears to us, cannot bear such interpretation. It refers only to the time of commencement of, not to conditions in the contract. These conditions had been already agreed upon. In fact we have the assurance of the late Minister of Foreign Affairs that the majority of the members of the Legislature did not desire to subsidize a line other persons of prominence called and tender- which made Honolulu a terminal port, but on the contrary just such a one as we now have with the advantages which its large numbers of transient passengers confer upon the trade

Upon the prorogation of the Legislature in October last, we were promised by the late Government and the Pacific Mail Steamship | Cabinet a speedy completion of the contract Company. We desire the publication of the in due form, and we were then told that the Ministers wished only to add a clause binding the steamers bound for San Francisco to stay in port at least eight hours during daylight.

The Cabinet was then very busy with other the grounds upon which the Company ask for the steamers bound for San Francisco to stay the payment of the subsidy. The following in port at least eight hours during daylight. The Cabinet was then very busy with other matters, and the completion of the formal contract was deferred from time to time, and had not been accomplished when the late Ministry went out of office; we had, however, its promise, that the subsidy should commence from October, 1876, no matter at what subsequent date the contract might be signed, in other words, the contract should be held as existing from the 1st of October, 1876. Such was the state of the case when the

present Ministry came into office, who now ignore what has been promised by their predecessors, and have refused to make a contract which had been negotiated with the latter, and which had failed to be signed

through no fault of ours. In making this publication we need hardly say that we do not in any way mean to show buoys, etc.

Srd. Free use of the water from the Government | Majesty's Government, for whom we have, indeed, only feelings of the highest respect and consideration, but we do so merely in justice to the Company which we represent, and to refute the charge of injustice which has been imputed to the Company in several communications which have lately appeared in the

newspapers of this city. We remain, Sir, your obedient servants, H. HACKFELD & Co., Agents,

Pacific M. S. S. Co. Brigham Young, jr., has just arrived here from Pacific Mail Steamship Company, and also the use of the tramways for loading and discharging, also storage for machinery and supplies imported for the use of the Pacific Mail Steamship Company's steamers free of charge.

As we are aware that the Hawaiian Government are not at present prepared to grant a money subsidy, no appropriation for that purpose existing, we, gious toleration and large grants of land.

Brigham Young, jr., has just arrived here from the South to organize a company of 500 families, the will go from all parts of the Territory, rendervous at St. George, and leave there about the 10th April overland for Mexico. The Mexican anthorities have promised Brigham's followers perfect religious toleration and large grants of land.

(Heard by consent in vacation.)

These are two actions originally brought in the Police Court of Honolulu on centracts for labor; the first contract being for a term of five months, dated the 3d of November, 1876, at \$12 per month, upon which an advance of \$39 is acknowledged to have been received; and the second is dated the 13th of November, 1875, for twelve months, at \$10 per

Coolidge.

It is made to appear that, at the time of signing the contract with Puaniki, Mr. Coolidge was out of the country, temporarily, and had left his plantation in charge of his wife, who conducted all the busi-

month, upon which an advance of \$35 has been re-edited. The first one is signed by H J. Coolidge,

ness, and carried on the plantation generally.

Now it is said that this contract is not binding upon Punsiki, because that Mrs. Coolidge had no authority, in writing, from her husband, and could not bind him so as to make him liable to the penal terms of the 1423 Section of the Civil Code, which emacts: that if, on complaint of the servant, the master should be found "guilty of any cruelty, mis-usage or violation of any of the terms of the contract, the laborer shall be discharged from all obligations of service, and the master shall be fined in a sum not less than five nor more than one hundred dollars, and in default of the payment thereof be imprisoned at hard labor until the same is paid." It is not alleged that there has been any violation

f any terms of the contract on the part of the employer; and it is admitted that Mr. Coolidge returned to the country after the contract had been made in his name, and resumed the carrying on of the

plantation himself.

The point in the case seems to be that there is no denial of Mrs. Coolidge's authority, but on the contrary an admission of it, and indeed an express recognition of it by her husband in this and similar cases after his return. She was acting as manager of the plantation during her husband's absence and

did all the duties of a manager.

Now if we were to hold that it was necessary for her to have an authority in writing to do this especial act of hiring labor, it would be necessary for any other manager to have it. The employment of labor seems to fall within her authority as manager, and if she were lawfully authorized to act as manager, it was not necessary that she should be authorized in writing. Her act certainly bound her husband to the performance of every condition of the contract contained, not only in the contract itself, but those required by the statute; and therefore there is no failure of "mutuality" of contract, and, indeed, Mr. Coolidge's subsequent adoption of her acts was equivalent to his previous authority. There seems to have been a mistake made at the argument in the idea that this act did not fall within her authority as wife. Neither did it, but it did fall within her authority as manager of the plantation, and in our opinion, even bound her husband to the penaltres of he 1423 Section, so far as they could be enforced at any time against the owner of any plant clause in will be observed that the imprisonment clause in said Section is a mere means of enforcing the payment of the fine. The question raised under the 1423 Section seems to be not of much weight, for it would be impossible to imprison an absentee owner or a company of share-holders, and yet when the agent keeps all the terms of the contract the other arty to the contract would be bound by it.
Secondly, it is said that the contract is not binding on the defendants, because the agent, G. Barena-ba, who took the acknowledgment to the contract

was appointed some days before the law could go into effect, to wit : on the 28th of September. It is alleged that the law under which this acknowledgment was taken and which is amendatory of the Act of the 20th of July, 1872, passed His Majesty's signature on the 25th of September, 1876, and was not published until the 11th of October, and therefore could not come into operation until the 21st of October, whence an argument is drawn that he appointment of the agent who took the acknowledgment of the contract of Punsiki was inoperative

and vold, and continued so for all time. Whether the argument to the effect that this particular law could not go into operation until ten days after its publication on the Island of Oahu, is valid or invalid, it is certain that the law had gone into operation on the 3d day of November, at which date the acknowledgment was taken; and the 4th Section of the Civil Code, which is referred to, can not in any way affect the authority of government to appoint officers under a law which is to go into operation within ten days. And clearly it is the duty of government to appoint officers in such time that they may be ready to carry out the provisions of the law when it shall come into force. And it is proper that the public may have seasonable notice of the person so authorized. The law itself (Section 4) says that its object is to put a limit to the time, when ignorance of the law may be plead as a

Thirdly, it is urged against these contracts that they do not indicate in what labor the defendants are to be employed, and that they are not sufficiently particular with regard to the place of performing the labor; and the 1417 Section is quoted to support that proposition. The section reads as follows: "Any person who has attained the age of twenty years, may bind himself or herself, by written contract, to serve another in any art, trade, profession or other employment, for any term not exceeding

five years."

Pusaiki's contract reads that the said party of the second part promises to perform such labor for H. J. Coolidge or his agent in the district of Koolaupoko. Island of Oahu, as the said party of the first part shall direct. This is a clear contract to per services as a general laborer or servant; and the Hawaiian version which is not a literal rendering (as it ought to be perhaps) has it "ma ka mahiai, etc.," that is to say, "farming, etc.," and the place designated in Punaiki's contract is in the district of Koolaupoko. This is a clear contract to perform reasonable, ordinary acts of labor as he may be directed in the employer's usual and ordinary

Now, there is no allegation that the men have been required to perform any unusual and extra-ordinary labor. The most that can be said of the contracts is that they are loose as far as regards the style of labor to be performed and were probably meant to be so by both parties,—so likewise with regard to the place where it was to be performed. The laborers signed the contract intelligently and there is no allegationmade that either of the parties here have been sent to any place or subected to any exposure which was not reasonably contemplated by themselves when they signed the of transient passengers confer upon the trade of Honolulu, especially so far as it is represented by the small native traders in fruit, curiosities etc. space, over which they were to be sent, to have been especially limited, they should have caused it to be inserted in their contract. The contracts themselves are not unusual or unreasonable in their forms and

We notice that Kea's contract is expired by laps his contract, it is not apparent how the magistrate arrived at that conclusion. Possibly it is an error arising from not observing the date (year) or has

These cases are entitled "King vs. Puasiki," and "King vs. Kea." The King is not a proper complainant in such cases. In no respect do they fall within the duties of the public prosecutor. The employer in this case is seeking to enforce his purishes contract and make a seeking to enforce his private contract and makes use of the provisions of the law for that purpose. The intitulation should be in this case H. J. Coolidge vs. Pusaiki, and if a different habit has prevailed, the entering of cases of this nature hereafter should be in accordance with this ruling.

The judgment of the Police Magistrate is affirmed. CHAS. C. HARRIS, A. FRANCIS JUDD, LAWRENCE MCCULLY. W. R. Castle for plaintiff. E Preston for defendants.

Attorney General Hartwell for the crown, on point of Barenaba's appointment.

Honolulu, March 14th, 1877. The Ladies' Benevolent Society

Will Hold a Sale of CHILDRENS' CLOTHING!!

-AND -Fancy Articles -- ON --

THURSDAY EVENING, MARCH 22. In the Basement of Fort St, Church.

Admission Fee - - 25 Cts. 635 21

NEW ADVERTISEMENTS.

A CARD,-The undersigned beg to tender their sincere thanks to the Officers and Members of the Honotolis Fire Department for their prompt and valued assistance at the fire on Sunday alternoon, in saving their store, on the corner of Fort and Hotel streets, from catching fire

from the burning building opposite. A. S. CLEGHORN & CO.

A CARD,-fle undersigned take this opportunity to ance on the occasion of the late fire, including the memand citizens generally.

scere thanks to the officers and members of the Fig-Department for their prompt and efficient service on the occusion of the flee on Similar but r sian to these you est, and worked with a will to prevent a general courts To those who received injuries on the occusion we tende

C. E. WILLIAMS, M. T. DONNELL, GEO. C. SIDERS, F. HORN, G. W HOUGHTAILING.

Dissolution of Co-Partnership. THE CO-PARTNERSHIP OF REED & SHIPMAN is this day disadved by mutual consent.

W. H. Reed of W. H. Shipman will pay air bills against the firm and collect air outstanding accounts.

e tent ter

Dissolution of Co-Partnership.

THE COPARTNERSHIP HERETOFORI A existing between the undersigned, known as the LANCH OF WAHIAWA CO., island of Cubu, has this lay been displiced by mutual coursent. All outstanding NOR OF WARIAWA

| been dissolved by mutual consent. An
| been dissolved by M. C. Jones.
| W. C. JONES.
| JOHN MAGRON,
| J. C. McKAY.
| 454-215

Notice of Temporary Administrator-NO BILLS AGAINST THE ESTATE OF His late Highness CHAS, KANAINA will be paid unless upon purchases first ordered or approved by the undersigned, and no debts to the sale estate will be paid except to the undersigned, until further orders of the Court. WM. C. PARKE.

Temporary Administrator of the Estate of His late High-

nezs Chas. Kansing. Marshal's Office, Alijolant Hale, March 14, 1877. [608 tf Administrator's Notice. THE UNDERSIGNED HAVING BEEN BUILT

appointed Administrator of the Estate of J. Kome-rechnehu, late of Ewa. Oahu, decreased, hereby gives no-ice that all persons having claims against said estate are equested to prevent the same to the undersigned within its months from the date of this notice of they will be for-wer barred; and all indistinct to said estate are requested o make inuncidate payment to the Administrator.

Administrator Estate of J. Komoikeehus Honolaiu, March 17, 1877. Notice to Tenants of the Estate

--OF--His Late Majesty Lunalilo. TAVING BEEN APPOINTED BY THE

with their applications for renewal.

J. MOTT SMITH,
III WIS O. HALIA,
SANFORD B. DOLE,
Trustees under the Will of His late Majesty Lunalito
Honololu, 20th March, 1872.

SHIPPING.

Pacific Mail Steamship Co's San Francisco. Australia and New Zealand Line. THE SPLENDID STEAMSHIP

CITY OF NEW YORK CAVARLY, Commander, WILL LEAVE HONOLULU FOR SAN FRANCISCO On or about March 27th.

For Freight and Fassage, or any further informationally to [626] H. HACKFELD & CO., Agents For San Francisco. THE FINE SCHOONER W. H. Meyer.

BROWN, Master. Will have Quick Dispatch for above Port. For Freight or Passage, apply to C. BREWER & CO., Agenta.

FOR SAN FRANCISCO. The A 1 Haunilan Bark

卷"IOLANI,"鱼 H. GARRELS, Master.

Will have Quick Dispatch for above Port.

For Freight or Passage, apply to H. HAUKFELD & CO., Agents. For San Francisco! The American Bark

織 Helen W. Almy a FREEMAN, Master, Will have Quick Dispatch for above port, For freight and passage apply to 535 CASTLE & COOKE, Agents.

Schooner for Sale. THE UNDERSIGNED OFFERS The Fine Schr. "John Young,

TABLE

MARCHANT, 1 1 1 1 MASTER.

as No Credit for Passage Money. "au Tickets at the office only. No berth will be considered as taken until paid tor. No responsible for unmarked Haggage or any Freight or Pa-cels unless receipted for.

Freight Money Due on Demand.

se An effort will be made to have the Steamer reach quality on the evening of the same day she leaves Mani SAMUEL G. WILDER, Agent. Kauai Packet.

FOR KOLOA & OTHER PORTS ON KAUAI THE SCHOONER MKAMAILE! CLUNEY, MASTER-

Will have regular dispatch for Kauni, as above, until further notice, as Freight and Passengers lakes at the LOWEST RATES.

P. 8-This vessel has just been thoroughly repaire newl-ycoppered, and put in in perfect order 3v2 **ROSTON AND HONOLULU PACKET LINE!** 

BOLLES & CO., Agents.

C. Brewer & Co.-Agents. Favorable arrangements can always be made for storage and shipment of Oil, Bone, Wool, Hidas and other Marghandles to New Bedford, Boston, New Tork and other Estern Ports. 52 Cash Advances made.

503-17 C. HREWER & CO.

DISPATCH LINE FOR SAN FRANCISCO! C. Brower & Co.-Agents.

Merchandise received Storage Pree and Soveral Builiberal cash advances made on shipments by this line.

C. BREWER & CO.

C. BREWER & CO.

C. C. S. Survey Surve

LEGAL NOTICES.

SUPREME COURT OF THE HAWAHAN

SIPHEME COURT OF THE HAWAHAN
Inlands.—In Probate. In the Estate of His highness
CHARLES KANAINA, of Honolula Island of Order, deceased, intestate. Order of notice of Petition for Administration. Refers Chief Justice Harris.

On reading and filling the petition of Affect R. Harriselt,
as Abstracy General, nileging that His High-ness Charles
Kanaina, of denoinin, Island of Ohio, died interest on a
sald Robotish, on the 12th day of March, A. D. 277, and
praying that Letters of Administration issue to William C.
Parke, and that the said William C. Farke he appointed
templorary administrator of the said estate.

It is Ordered, that Thursday the 32b day of April, A. D.
1577, be and hereby is ippointed for bearing and petition
before the and Justice, in the Court Ricean of the Court, at
Honolulia, at which time and place all persons concerned
may appear and show cause, if any they have, why hold
petition should not be graved, and that this convertise
in the English and Harvillan hammagis for these
lished in the English and Harvillan hammagis for these Honombili, at which time and pince all persons concerned may appear and slow cause, if any they have, why sold petition should not be granted, and that this order be parished in the English and Hawalian Januaries for three successive weeks to the Hawalian Gametic mac Riessan newspapers, in Honombia, and that William C. Farke he appointed and temporary animalistrature.

Dated Honoluis, March 18th, 1877.

Chief Justice of the Supreme Court.

Attest; JNO, E. Harband, Clerk.

SUPREME COURT OF THE HAWAHAN SUPREMS: COURT OF THE MAWASIAN Islands—In Probate, To the master of the Fanate of NCHOLAS GRODIGE, deceased, and his adher here & ke exader Greeze. Ellen Grozze, Grouge Lini George, Kenwecht George, Ellen Grozze, Grouge Lini George, Kanader Greeze, Ellen Grozze, Grouge Lini George, Kanader Greeze, Alexander Greeze M. and Kuntalini Grozze, Alexander Greeze M. and Kuntalini Grozze, Grozze, Alexander Greeze M. and Kuntalini Grozze, Grozze M. and Greeze M. and Grozze M. and Greeze M. and Grozze M. and Grozze M. and Greeze M. C. Jones and G. W. C. Jones, Executors of the Wall of Nichman Grozze, discussed, and Goardians of the persone and property of Alexander Grozze, Illea, George Lilli, Komronjak, Innapolako, Pelin, Kace, Alexander M. and Kuntalini Grozze, Minor, Polin, Kace, Alexander M. and Kuntalini Grozze, Minor, Pelin, Kace, Alexander M. and Kuntalini Grozze, Ind. Control of M. and Grozze M. and Grozze Lilli, Komronjak, Innapolako, Pelin, Kace, Alexander M. and Suntalini Grozze M. and Grozze M. and Grozze M. and Grozze Lilli, Komronjak, Innapolako, Pelin, Kace, Alexander M. and Suntalini Grozze M. and Her Suntalia Grozze M. and Her Grozze M. and Her Suntalia Grozze M. and Krozze M. and Grozze M. and

Attest: JNo. E. Bananir, Clerk. 536 21 CUPREME COURT-IN BANKSUPTUY.-IN

the matter of the Estate of JOHN 8 WALKER funtary bankrupt. Hefore Mr. Justice McCurry made caning upon an person in appear acture me, the undecisioned, on the 11th day of said Mirrch, in show case,
if any they had, why the prayer of said position should not
be granited, and that the said John S. Welker be adjudged
a banktupt; and whereas, on the said 17th day of said
March, proof having been made to the sandification of the
Court that the notice of said hearing had been published in
the Hawdins Ginette, a newspaper published in the
Court that the said position being granted.

Now therefore, it is ordered by the Court that the said
John S. Walker be and be is hereby adjudged a banktup; is
aid it a further ordered, that notice of each banktup; is
aid it a further ordered, that notice of each banktup; is
ind it a further ordered, that notice of each banktup; is
in the civil of domaind, at my chamber, on Saturder, the
7th day of April, A. It, 1877, at it o'close A. M. to prove
their claims in accordance with the provisions of Section
947 of the Civil Code.

their claims in account of the Civil Code.

LAWRENCE MCCULLY. Justice of the Supreme Court.

Attest: JNO. E. BARNARO, Clork.
Bated at Honoloin this 10th day of March, 1877. 618 31

dichst District, Hawshire Islands. In the Estate a AMES DANIELS, of Walluku, Mant, deceased, On resulting and filing the petition of R. E. Morrison, Excutor under the will of the Estate of James Daniels, take

Circuit Judge, 2d Judicial District, F.

CHRCUST COURT, 1 OURTH JUDICIAL.
Circuit of the Hamilian Islands. Kaiss, as: Federaty Term, A. D. 1877. Ninchahi Wahnsekhi (e.g. Liberiani for Divorce, vs. Wahlinekhi, (k), Liberian.
In the niove entitled liber for divorce, it is more ordered that a decree of divorce from the boud of matismany hemisecold in favor of the and Ninchahi Wahlinekhid, in he made almolute after the axpiration of ax nonthe federate discounts of the cause of the admittery of the said Wahlockhid, in he made almolute after the axpiration of ax nonthe federate discounts of this decree, upon compliance with the terms thereof, unless sunficient cause shall appear to the construct.

And the libeliant is exclered to publish as attested copy of this order in the decreament function and hash merely operation for six successive weeks, the first publishedies to be within one month from the date of this order, that all persons intrested may, within air mon its, show cause why and decree should use be made almointee.

Dated at Nawillwill, Kanish, this fix day of February, A. D. 1877.

By the Court

6, 1877.
By the Court: FRANK BINDT,
Clerk Circuit Court 4th Judicial Circuit. NAWLIWIL, Kanal, February 7, 1877.

I hereby certify that the foregoing is a true and faithful copy of the original decree in the above entitled cames now on file in the Certa's Office of the Create Court, Fourth Judicial Circuit.

FRANK BURDY,
632 4t Cert Circuit Court 4th Judicial Circuit.

CHRCUIT COURT, FOURTH JUDICIAL ary Term, A. D. 1877. Kahaleanu (k), vs. Hachase and (w), libeliec.

In the above entitled libel for diverse, it is now ordered that a decree of diverse from the bond of matrimany he entered in favor of the sain Kahalesana of the cause of

dutiery of the said lineless Kahalesan, it be made after the expiration of six mentle from the dishis decire, upon compliance with the terms thereof as sufficient cause shall appear in the contrasty. And the liberiant is ordered to publish an allested; this order in the dovernment figuratic and Koukean apers, for six successive weeks, the first publish as plays, for all successive weeks, the first publish to examine the said and the same first published to examine literastic may, within six months, show early said decree should not be made absolute.

Dated at Nawillwill, Kaual, this 7th day of Febru. D. 1577.

By the Court:

PRANK EINLYT.

Clerk Circuit Court 4th Judicial Circuit

NAWHEWILL, Kanni, February 7, 1877.

I hereby certify that the foregoing is a true and feithf copy of the original decree in the above entitled cause now on file in the Cierk's Office of the Circuit Caset, Fazz Judicial Circuit.

FRANK SINDT, 632 dt. Cierk Circuit Caset eth Jud cha Circuit. N THE CIRCUIT COURT OF PUR POURTH

N THE CIRCUIT (A)

Judicial Circuit. Kausi, as: February Term, A.

77. Mocanno (w. Libetians for Livorce, vs. Rapaumi, it
in the above entitled tited fire divorce, it is now order
as a decree of divorce from the bond of manthonics
act a decree of divorce from the bond of manthonics
act a decree of divorce from the bond flapoumit
act a divorce in factor of the mid Hapaumit
a be made absolute infer the expiration of at most
con the date of this device, upon compliance with
arms thereof, indeed sufficient cause shall appear in

And the libellant is ordered to publish an affected cop of this order in the Gatelite and Kukon sewapapers, S et successive weeks, the first publication to be within on month from the date at this order: that all presentance select may, within six months, show cause why mill decre should not be made absolute.

Dated at Nawillwill, Escal, the 7th day of February, J. D. 1877. By the Court: NAWILIWILL Kansi, February 7, 1877.

I hereby certify that the foregoing is a tree and fafthful source in the above entitled cause, now on file in the Certa office of the Creuit Court of the Foarth Judicial Circuit.

FRANK BINDY.

652 64

Cierk Creuit Court, 6th Jud. Circuit.

CURCUIT COURT OF THE POURTH JE-

D. 1877.
By the Court,
Clerk Circuit Court 4th Indiciat Circuit Navitawitt Kami, Petermay 7, 1877, 1877 of the original decree in the store entitled camo wo file in the Clerk's Office of the Clerk Count, Pour oddedat Circuit, Court of the Clerk Circuit Court, Fash Edward, 631 of Clerk Circuit Court 4th Judicial Circuit.

CIRCUIT COURT, FOURTH JUDICIAL
CIRCUIT COURT, FOURTH JUDICIAL
Circuit of the liawedian Islands, Kauni, as p February
Term, a. D. 1877. Mede Publimeku (w), Libeliant for bivorce, va, Fultimeka (x), Elbeliae.
In the above omitted libel for divorce it is now ordered
that a decision of divorce from the bond of marrimony be
entered in favor of the said Mele Publimeku of the cause
of the adultery of the said Poblimeku, to be made atolete after the expiration of an souther from the date of
this decree, upon compliance with the berma thereof, noless sufficient rames shall appear to the contrary.

And the libeliant is ordered to poblish an attended copy
of this order in the four-enment flaration and Kinshim newpapers, for an ancreative weeks, the first publication to
be within one month from the date of discusses, that all
persons interested may, within six mainths; show posses
why said decree about flaration for the property.

A. D. 1877.

Butter Court.

NAWILIWITA, Enind, February Nih, 1917.
I hereby certify that the foregoing is a true and found copy of the criginal decree in the above somilied can now on file in the Clerk's Office of the Circuit Cast Fourth Judicial Circuit. FRANK RISSOT. 611 41. Cherk Circuit Charg 4th Judicial Cheest.

Iron Water Wheel for Sale. MANUFACTURED BY THE ROUNIE'S, IN (Haspow. The whoel jet in perfect order, and aimmenter is 24 feet in diameter by 3 feet on the face. There are two apare sections of side planes of intelligence of parts of the planes of intelligence. ther particulars, terms, do., apply to Dr. J. WHIST, Scholl, Ha Or to J. T. WATERHESPOR, House

To Let, Lease or for Sale.

Several Building Lots.